sloughs which would naturally seep and flow in a fixed direction may be hastened in such direction by running the same in a ditch, even where by so doing more water would be discharged on the servient estate than would have been without such ditch.

Caveat Emptor.—Wart, a butcher, bought what he testified to be a good-looking cow, without apparent disease. The vendor knew that it was intended to be slaughtered and retailed as meat, practiced no fraud, and made no express warranty that it was in a healthful condition, her meat was found to be diseased with tuberculosis to such an extent as to render it unfit for food. Action was brought to recover the purchase price. The County Court of New York in Wart *v.* Hoose, 119 New York Supplement, 1107, held that the rule that implied warranty of quality attaches to provisions sold for domestic use has no application. Where neither of the parties knows that the animal is diseased, and no warranty accompanies the sale, the only rule applicable is that of caveat emptor. The buyer takes all of the risk if he have the opportunity of inspection, and, if he would be protected against latent defects, he should require a warranty.

Disqualification of Father-In-Law of Attorney as Judge.—In Missouri, K. & T. Ry. Co. of Texas *v.* Mitcham, 121 Southwestern Reporter, 871, the trial judge was the father-in-law of the attorney for plaintiff. Neither the attorney nor his wife, however, was by name a party to the suit. The Constitution and statute of Texas provides that no judge of the district court shall sit in any cause wherein he may be interested, or where either of the parties may be connected with him by affinity or consanguinity within the third degree. As it was held in Winston *v.* Masterson, 27 Southwestern Reporter, 768, that the words "party" and "parties," as used in the above clause, are technical words, the meaning of which is as certainly fixed as any words in the language, and that they apply only to those by or against whom a suit is brought, whether in law or equity, the Court of Civil Appeals of Texas held that the trial judge was not prohibited or disqualified from trying the cause.

Where There Is a Will There Is a Way.—Widow Skinner evidently enjoyed double blessedness. In fact she was so anxious to resume it that she agreed to give one Mitchell her five hundred dollar interest in their partnership business should he bring about a marriage between herself and another whom she had become acquainted with by her advertisements through matrimonial agencies. A marriage took place shortly, but the now Mrs. Wenninger refused to abide by her agreement. Mitchell, however, was already in possession of the funds, and refused to give them up, although Mrs. Wenninger had presented him with a new bed and his wife had had her traveling ex-